



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

May 26, 2011

CBCA 2240-TRAV

In the Matter of RONNETTE MEGREY

Ronnette Megrey, Seattle, WA, Claimant.

Rachael S. Wivell, National Oceanic and Atmospheric Administration, Department of Commerce, Germantown, MD, appearing for Department of Commerce.

POLLACK, Board Judge.

Mrs. Ronnette Megrey, wife of a deceased federal employee and in this case an invitational traveler (as an attendant traveler under 41 CFR 301-30.4 (2010)), seeks reimbursement of \$1710.40, the sum representing the value of award miles that Mrs. Megrey used on authorized travel for her husband and herself. The travel entailed Mrs. Megrey's travel from Seattle to Chicago, and return travel to Seattle by Mrs. Megrey and her husband. The agency, National Oceanic and Atmospheric Administration (NOAA), supports her in this request, but concludes that it is barred by Board precedent from paying the reimbursement and seeks our ruling.

In brief summary, on September 26, 2010, Dr. Bernard Megrey had a massive heart attack while returning home to Seattle from Paris, having been in Paris on government business. The plane made an emergency stop in Chicago, where Dr. Megrey was taken to the hospital for emergency surgery. Upon being notified of the situation, Mrs. Megrey proceeded to Chicago to be with her husband. Several days later, it was determined that Dr. Megrey could travel back to Seattle; however the family was medically advised to fly first class.

Mrs. Megrey handled her travel, as well as that of her husband, on her own, after consultation and direction from officials at NOAA. She was told that she and her husband were approved for first class travel, that she was to secure tickets on her end, and that she

would be reimbursed. In conversations involving the purchase, she was told by NOAA to do whatever she had to do, and that she would be reimbursed for all expenses, since her husband was on travel orders. In her consultation with NOAA, Mrs. Megrey asked if she should put the charges on the NOAA card of her husband, and although initially told “yes,” she was then told to use personal payment. Mrs. Megrey described herself as under emotional distress, and in those circumstances, she proceeded to secure the tickets using award miles. She and her husband then returned home to Seattle; unfortunately, Dr. Megrey, after arriving home, passed on September 30, 2010.

As noted above, NOAA has reluctantly denied reimbursement for the value of award miles, citing Board authority that provides that agencies do not have the right to reimburse employees the “value” of award miles, but can only reimburse a traveler where actual cash is ultimately paid for the tickets. NOAA raises no issue here as to the use of first class travel, given the appropriate medical verification.

Decisions of this Board have been consistent in holding that an employee who uses award miles cannot be reimbursed for the value of those miles. The Board’s rationale and history is set out in *Lawrence Baranski*, GSBCA 15636-TRAV, 02-1 BCA ¶ 31,684, which has subsequently been relied upon for authority. As *Baranski* points out, reimbursement for award miles is not specifically addressed in the statute or regulations; however, because of issues as to establishing value, problems of control and accountability, and lack of guidance in the statute, over time the case law has established the principle that if one uses award miles, they will not be reimbursed. This case does not change our stance on that matter.

This case does, however, present an added wrinkle that causes us, in this limited instance, to find that reimbursement can be made. The Federal Travel Regulation provides under subpart B, Paying for Common Carrier Transportation, of section 301-51.102, the following:

- Q. How is my transportation reimbursement affected if I make an unauthorized cash purchase of common carrier transportation?
- A. If you are a new employee or an invitational or infrequent traveler who is unaware of proper procedures for purchasing common carrier transportation your agency may allow reimbursement for the full cost of the transportation. In all other instances, your reimbursement will be limited to the cost of such transportation using the authorized method of payment.

Clearly, the above contemplates allowing an exception and reimbursement to a limited class, even where there is an unauthorized purchase of common carrier transportation. While the above cites an unauthorized cash purchase, and use of award miles is not exactly that, we read the term “cash purchase” here in a broader sense, in light of the purpose of the regulation, to provide relief where it otherwise would not be available. The cited regulation restricts itself to a very limited class of individuals, of which one is an invitational traveler who is unaware of proper procedures. Moreover, the reimbursement is permissive and requires the agency to support it.

Here, we have a situation where the traveler not only had no familiarity with procedures, but was acting in a distressed period. Clearly, if a circumstance warrants some flexibility, this is it. Moreover, NOAA supports reimbursement and has satisfied itself that the value placed on the award miles is accurate and reasonable. We find no need to second guess NOAA in that decision.

Mrs. Megrey falls within the class of travelers covered by the 41 CFR 51.102. Given that, if the agency wishes to compensate her here (even though it would normally deny relief), we find that agency reimbursement would be neither inappropriate nor a violation of the law. Rather, agency reimbursement would simply be the use by the agency of the safety valve set out in the referenced regulation, for persons just the nature of Mrs. Megrey.

Accordingly, we find Mrs. Megrey may be reimbursed for the \$1710.40 that she seeks.

HOWARD A. POLLACK
Board Judge